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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Dashawn A. LaRode,

Plaintiff,

CIVIL CASE NO: _____

COMPLAINT AND

DEMAND FOR JURY TRIAL

v.

BRIAN MOYNIHAN d/b/a CEO BANK OF
AMERICA, JOHN ROSATTI, d/b/a CEO
PLAZA AUTO MALL, GEORGE BADEEN
Dba PRESIDENT ALLIED FINANCE
ADJUSTERS/ NYCR INDUSTRIES CORP.
ALL IN THEIR INDIVIDUAL & OFFICIAL
CAPACITY

DEFENDANT(S),

-----X

PRELIMINARY STATEMENT

1. Plaintiff, Dashawn A. LaRode ("Plaintiff") brings this action against Defendants, Brian Moynihan d/b/a Bank of America, N.A. ("BANK"), John Rosatti, d/b/a CEO of Plaza Auto Mall ("Plaza") and George Badeen, d/b/a President of ALLIED FINANCE ADJUSTERS/ NYCR INDUSTRIES CORP. ("NYCR"), Repossession/Towing Company (collectively, "Defendants"), for violations of the Fair Credit Reporting Act, (15 U.S.C. § 1681 et seq. ("FCRA")), Fair Debt Collection Practices Act, (15 U.S.C. § 1692 et seq). ("FDCPA") . This action arises from Defendants' willful and negligent failures to conduct reasonable investigations of Plaintiff's credit reporting disputes, their unfair debt collection practices, and their failure to properly validate and verify the alleged debt as required by federal law.

2. Defendants' violations include, but are not limited to: (a) willfully failing to conduct reasonable investigations of Plaintiff's disputes regarding an auto loan account; (b) engaging in unfair and unconscionable debt collection practices in violation of (15 U.S.C. § 1692(f); and (c)) failing to properly validate and verify the alleged debt in violation of (15 U.S.C. § 1692g)), resulting in continued inaccurate reporting, improper collection activities, wrongful repossession, and subsequent damages to Plaintiff.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to: a. (28 U.S.C. § 1331), (12 U.S.C. 83 and 18 U.S.C. 894), as this action arises under the FCRA and FDCPA, federal statutes; b. (15 U.S.C. § 1681p, 15 U.S.C. §§ 1601-1667f), which grants jurisdiction to federal district courts to hear suits brought under the FCRA; and c. (15 U.S.C. § 1692k(d)), which grants jurisdiction to federal district courts to hear suits brought under the (FDCPA).
4. Venue is proper in this district pursuant to (28 U.S.C. § 1391(b)) because:
- a. A substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this district;
 - b. Defendants regularly conduct business in this district;
 - c. Defendants are subject to personal jurisdiction in this district; and
 - d. The allegedly improper debt collection practices and credit reporting occurred in this district.

PARTIES

5. Plaintiff, Dashawn A. LaRode, is a natural person and "consumer" as defined by both (15

U.S.C. § 1681(a)(c)) and (15 U.S.C. § 1692a(3)). Plaintiff resides 151 Grafton St, Brooklyn, New York republic, near [11203]

6. Defendant, John Rosatti, dba CEO Plaza Auto Mall, is an automotive dealership located at 2740 Nostrand Ave, Brooklyn, NY, 11210, that participated in the underlying transaction giving rise to this action and, upon information and belief, regularly engages in the collection of consumer debts. He is sued in both his individual and official capacities.
7. Defendant, BANK is a national banking association with its principal place of business at 100 North Tryon Street, Charlotte, North Carolina, 28255. BANK OF AMERICA regularly conducts business in New York State and is both a "furnisher" of information to consumer reporting agencies as defined by (15 U.S.C. § 1681s-2) and a "debt collector" as defined by (15 U.S.C. § 1692a(6)) when collecting debts acquired in default.
8. Defendant Brian Moynihan is the Chief Executive Officer of BANK OF AMERICA and, upon information and belief, maintains operational control over BANK's credit reporting and debt collection policies and procedures. He is sued in both his individual and official capacities.
9. Defendant George Badeen, dba President of ALLIED FINANCE ADJUSTERS/ NYC INDUSTRIES CORP. located at 70 Plain Avenue, New Rochelle, New York, 10801, Tow trucking company collecting collateral for BANK OF AMERICA. He is sued in both his individual and official capacities.

FACTUAL ALLEGATIONS

10. On or about February 1, 2024, Plaintiff entered into an auto loan agreement with PLAZA AUTO MALL & BANK OF AMERICA for the purchase of a 2024 Acura S-Type MDX, VIN# 5J8YD8H8RL001699, in the amount of \$81,356.97 (the "Loan"). This transaction was defective because of no seller signature, non disclosure about the original creditor, false, misleading and deceptive practices of bait-and-switch tactics with hidden charges of \$5,000.00 down etc., knowing that the finance loan amount is the total sum of the loan agreement. See Bill of Sale attached as **Exhibit A**.
11. The Loan was a consumer credit transaction primarily for personal, family, and household purposes.
12. On or about February 21, 2024, Plaintiff made a payment in the amount of \$81,400 on the loan via check number 691. See Copy of Check as **Exhibit B**.
13. Additionally, Plaintiff submitted payments through IRS payment voucher 1040-V and related tax forms 1099-A, 1099-C, and 1099-OID dated February 1, 2024. See Copy IRS Documents as **Exhibit C**.
14. Further, Plaintiff mailed a copy of his certified property lien search document from NYS Secretary of State, ("UCC-11"), averred "The undersigned hereby certified that there are no Financing Statements nor any Federal Tax Lien, which name the above debtor, (Dashawn Anthony Larode) and which are on file as of 4/23/2024, Ref #: 300666". I also sent a Letter Requesting Immediate Deletion of Fraudulent Debt Reporting, dated May 9, 2024 and a copy of my Non UCC 1 lien on my property, with filing#: -202404258214306, dated 4-25-2024. See NYS DOS Information Request Response,

Letter Request and UCC- I lien Attached as **Exhibit D**.

15. Despite these payments, BANK OF AMERICA failed to properly credit Plaintiff's account and continued to report inaccurate payment history to the major credit reporting agencies ("CRAs ").

16. On or about October 23, 2024, Plaintiff received **proof of payment** letter from IRS, Department of the Treasury, dated 10-18-2024, averred "your check in the amount of \$81,400, dated February 21, 2024 was made payable to Bank of America.". I faxed and mailed a copies of said IRS/ Treasury letter, **Notice of Dispute** and check to Bank of America and the CRAs on these dates 11-08-2024 and 12-05-2024 : See copy of Fax Deliveries, IRS/ Treasury letter, **Notice of Dispute** and check Attached as **Exhibit E**.

a. Defendant BANK OF AMERICA via Certified Mail #70210950000209524008;

b. Equifax via Certified Mail #70210350000002907691;

c. Experian via Certified Mail #70210350000002907677; and

d. TransUnion via Certified Mail #70210350000002907684.

17. Upon information and belief, the CRAs forwarded Plaintiff's disputes to BANK in accordance with (15 U.S.C. § 1681i(a)(2)).

18. BANK failed to conduct a reasonable investigation of Plaintiff's disputes as required by (15 U.S.C. § 1681s-2(b)). Specifically,

a. Failed to review all relevant information provided by Plaintiff;

- b. Failed to accurately report Plaintiff's payment history;
- c. Failed to acknowledge and properly credit payments made via check and IRS forms;
- d. Reported an inaccurate charge-off amount of \$89,262.05 instead of the correct amount of \$81,400; and
- e. Failed to acknowledge proof of payment documentation from the IRS Department of Treasury dated October 18, 2024.

19. On December 5, 2024, at approximately 9:36 AM, Defendants George Badeen, in conjunction with NYCR Industries Corp., wrongfully repossessed Plaintiff's auto mobile without any judgment notice, despite Plaintiff's ongoing disputes regarding the account's accuracy.

20. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered actual damages including:
- a. Damage to creditworthiness;
 - b. Loss of use of vehicle;
 - c. Out-of-pocket expenses in challenging the inaccurate reporting;
 - d. Lost time and resources;
 - e. Emotional distress, humiliation, and mental anguish; and
 - f. Fear of future credit denials.

FIRST CAUSE OF ACTION

Violations of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)

21. Plaintiff repeats and realleges paragraphs 1 through 17 as if fully set forth herein.

22. Pursuant to (15 U.S.C. § 1681s-2(b)), upon receiving notice of a consumer's dispute from

a CRA, furnishers are required to conduct a reasonable investigation with respect to the disputed information and modify or delete information found to be inaccurate or incomplete.

23. BANK's failure to conduct a reasonable investigation of Plaintiff's disputes violated (15 U.S.C. § 1681s-2(b)). See (*Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147, 1157 (9th Cir. 2009)) (holding that furnisher's investigation must be reasonable under the circumstances); (*Johnson v. MBNA Am. Bank, NA*, 357 F.3d 426, 431 (4th Cir. 2004)) (holding that mere verification of accuracy of reported information is insufficient to constitute reasonable investigation).
24. BANK's reporting failed to comply with the Consumer Data Industry Association's Metro 2 Format, the industry standard for credit reporting. See (In re *Experian Info. Solutions, Inc.*, No. 15-CV-1212, 2017 WL 4325566, at *4 (S.D.N.Y. Sept. 27, 2017)) (discussing relevance of Metro 2 Format compliance in FCRA cases).
25. Defendants' violations were willful, entitling Plaintiff to recover actual damages, statutory damages, and punitive damages pursuant to (15 U.S.C. § 1681n).
26. Alternatively, Defendants' violations were negligent, entitling Plaintiff to recover actual damages pursuant to (15 U.S.C. § 1681o).

SECOND CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.)

27. Plaintiff repeats and realleges paragraphs 1 through 23 as if fully set forth herein.
28. The FDCPA prohibits debt collectors from using unfair or unconscionable means to

collect or attempt to collect any debt. (15 U.S.C. § 1692f).

29. The FDCPA further requires debt collectors to provide consumers with proper validation of debts and cease collection activities until proper verification is provided. (15 U.S.C. § 1692g).

30. Defendants violated (15 U.S.C. § 1692f) by: a. Failing to properly investigate Plaintiff's disputes regarding the alleged debt; b. Repossessing Plaintiff's vehicle while debt disputes were pending; c. Reporting incorrect charge-off amounts to credit reporting agencies; and d. Failing to properly credit Plaintiff's payments made via check and IRS forms.

31. Defendants violated (15 U.S.C. § 1692f) by engaging in unfair and unconscionable practices. See (*Moukengeschaie v. Eltman, Eltman & Cooper, P.C., No. 14-CV-7539*) (*MKB*), *2016 WL 1274541*, at *4 (*E.D.N.Y. Mar. 31, 2016*) (holding that attempting to collect debts without properly investigating disputes constitutes unfair practices under § 1692f); (*Arias v. Gutman, Mintz, Baker & Sonnenfeldt LLP*, *875 F.3d 128, 138 (2d Cir. 2017)*) (finding that continued collection activities despite knowledge of dispute can constitute unfair practices).

32. Specifically, Defendants:

- a. Failed to properly investigate Plaintiff's disputes regarding the alleged debt;
- b. Repossessed Plaintiff's vehicle while debt disputes were pending;
- c. Reported incorrect charge-off amounts to credit reporting agencies; and
- d. Failed to properly credit Plaintiff's payments made via check and IRS forms.

33. Defendants violated (15 U.S.C. § 1692g) & (18 USC 894) by:

- a. Failing to provide proper validation of the debt within five days of initial communication;
 - b. Continuing collection activities despite receiving timely written disputes from Plaintiff;
 - c. Failing to obtain and provide verification of the debt before continuing collection activities; and
 - d. Failing to properly respond to Plaintiff's written disputes regarding the validity of the debt.
 - e. Continuing to collect or attempt to collect any extension of credit, or
 - f. Failure to adhere to punish any person for the non repayment thereof,
- shall be fined under this title or imprisoned not more than 20 years, or both

34. Defendants' violations of the FDCPA were knowing, willful, and intentional. See (Clark v. Capital Credit & Collection Servs., Inc., 460 F.3d 1162, 1170 (9th Cir. 2006)) (discussing standards for FDCPA violations); (Russell v. Absolute Collection Servs., Inc., 763 F.3d 385, 389 (4th Cir. 2014)) (discussing debt validation requirements).

35. Defendants violated (15 U.S.C. § 1692g) by failing to properly validate the debt and continuing collection activities despite receiving timely disputes. See (Carlin v. Davidson Fink LLP, 852 F.3d 207, 216 (2d Cir. 2017)) (holding that debt collectors must provide sufficient validation information to allow consumers to evaluate the validity of the debt); (Papetti v. Rawlings Fin. Servs., LLC, 121 F. Supp. 3d 340, 349-50 (E.D.N.Y. 2015)). (finding § 1692g violation where debt collector failed to adequately respond to consumer's validation request).

36. Specifically, Defendants:

- a. Failed to provide proper validation of the debt within five days of initial communication, see (*Hooks v. Forman, Holt, Eliades & Ravin, LLC*, 717 F.3d 282, 286 (2d Cir. 2013)) (discussing requirements for initial validation notice);
- b. Continued collection activities despite receiving timely written disputes from Plaintiff, see (*Ellis v. Solomon & Solomon, P.C.*, 591 F.3d 130, 135 (2d Cir. 2010)) (holding that collection activities must cease upon receipt of timely dispute until verification is provided);
- c. Failed to obtain and provide verification of the debt before continuing collection activities, see (*Jacobson v. Healthcare Fin. Servs., Inc.*, 516 F.3d 85, 90 (2d Cir. 2008)) (discussing verification requirements); and d. Failed to properly respond to Plaintiff's written disputes regarding the validity of the debt, see (*Vangorden v. Second Round, L.P.*, 897 F.3d 433, 441 (2d Cir. 2018)) (discussing debt collector's obligations when responding to disputes).

37. Courts in this district have consistently held that violations similar to those committed by Defendants constitute knowing and willful violations of the FDCPA. See (*Weber v. Computer Credit, Inc.*, 259 F.R.D. 33, 38 (E.D.N.Y. 2009)) (finding willful violation where debt collector ignored consumer's disputes); (*Williams v. Goldman & Cooper, P.C.*, 204 F. Supp. 3d 424, 436 (E.D.N.Y. 2016)) (holding that continuing collection efforts without proper validation constitutes willful violation).

38. As a direct and proximate result of Defendants' violations of the FDCPA, Plaintiff has suffered actual damages including emotional distress, anxiety, frustration, embarrassment, and humiliation.

PRAYER FOR RELIEF

39. WHEREFORE, Plaintiff demands judgment against Defendants as follows:

40. A. Actual damages in the amount of \$10,000,000.00 to be determined at trial pursuant to (15 U.S.C. §§ 1681n(a)(1)), 1681o(a)(1), and 1692k(a)(1));
41. B. Statutory damages in the amount of \$5,000,000.00 pursuant to (15 U.S.C. §§ 1681n(a)(1)) and (1692k(a)(2)(A));
42. C. Punitive damages in the amount of \$30,000,000.00 pursuant to (15 U.S.C. § 1681n(a)(2));
43. D. Reasonable attorneys' fees and costs in the amount of \$65,000.00 pursuant to (15 U.S.C. §§ 1681n(a)(3), 1681o(a)(2)), and (1692k(a)(3));
44. E. Declaratory relief stating that Defendants violated the FCRA and FDCPA; and
45. F. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

46. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of all issues so triable in this action.
47. Dated: December 17, 2024 Brooklyn, New York republic

Respectfully,


By: 
Dashawn A. LaRode,
All Rights Reserved

EXHIBIT A



Bill Of Sale

718-253-8400

☒ **New**
☐ **Pre-Owned**

☐ **Lease**
☒ **Retail**

☐ Plaza Honda
☐ Plaza Toyota
☐ Plaza Hyundai
☐ Plaza Kia
☒ Acura Of Brooklyn
☐ Plaza Used Cars

2722 Nostrand Ave, Brooklyn 11210
 2721 Nostrand Ave, Brooklyn 11210
 2740 Nostrand Ave, Brooklyn 11210
 2746 Nostrand Ave, Brooklyn 11210
 2751 Nostrand Ave, Brooklyn 11210
 2800 Nostrand Ave, Brooklyn 11210

DMV #7024378 DCA #1278055
 DMV #7084361 DCA #1278053
 DMV #7070381 DCA #2095030
 DMV #7057971 DCA #2018637
 DMV #7034533 DCA #1278426
 DMV #7131797 DCA #2115722

Date: 02/01/2024 Stock #: 424223

Sold to: DASHAWN A LARODE

Address: 151GRAFTON STREET
BROOKLYN NY 11212

Type: MDX SH-AWD TYPE S

Year, Make, Model: 2024 ACURA MDX

Salesperson: Mohammad Alam

Vehicle ID or Serial #: 5J8YD8H8XRL001699

Vehicle Odometer: 49

Buyer: DASHAWN A LARODE

Address: 151GRAFTON STREET
BROOKLYN NY 11212

CoBuyer:

Address:

* The optional dealer registration or title application fee (\$175 maximum) and special plate processing fee (\$5.00 maximum) are not NY State or DMV fees. Unless a lien is being recorded, or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for special or distinctive plate to any DMV issuing office.

Pre-Owned Vehicles

Used vehicle certificate of adequacy: this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render under normal use satisfactory and adequate service upon public highway at the time of delivery.

Airbag notification: The dealer named above certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

Important notice to used car buyer:

- State law requires that sellers of second hand cars certify in writing to the buyer that each car is in safe condition at the time of sale.
- This certification is a guarantee that the car is in safe condition at the time of sale.
- Buyer has a right to request the dealer to repair or to pay in full for repairs or any unsafe condition in the car which does not comply with this certification.
- This business is licensed by the Department of Consumer Affairs, 42 Broadway, New York, NY 10004. Complaint phone; 311. NYC.

Deal #: 26386 Customer #: 337958

Vehicle Selling Price 69699.86

Optimal Equipment & Accessories:

Item 1. N/A

Item 2. N/A

Item 3. N/A

Item 4. N/A

Vehicle Service Agreement: 7000.00

Maintenance Coverage: 2000.00

Registration Fee: 250.00

Title Fee: N/A

Tire Tax: 12.50

Inspection Fee: 10.00

G.A.P. Fee: 225.00

V.S.I. Fee: N/A

The amount indicated on this sales contract or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due the commissioner of motor vehicles. The dealer will, automatically, and within sixty days of securing such registration and title, refund of any amount over paid for such fees.

Customer's Initial Date: 02/01/2024

Doc Fee: 175.00 - this is not a DMV Fee

Sales Tax: 6984.61

Total Vehicle Selling Price: 86356.97

Settlement:

Deposit (Accts Receivable): N/A

Rebate: N/A

Cash On Delivery: 5000.00

Finance Company: BANK OF AMERICA NA

Payments: 1568.00 Term: 72

Trade In(s):

Used Vehicle Allowance(s): N/A

Vehicle Lien Payoff(s): N/A

Total Vehicle Price: 81356.97

Buyer Signature:

Co-Buyer Signature:

Dealer Signature:

Trade-In(s): Year, Make, Model Vehicle ID or Serial #: Mileage: Body Color: Value Of Trade: Stock:

Trade # 1 N/A

Trade # 2 N/A

RETAIL INSTALMENT CONTRACT SIMPLE FINANCE CHARGE

Buyer Name and Address (Including County and Zip Code) DASHAWN LARODE 151 GRAFTON ST Brooklyn, NY 11212-4037 KINGS	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) CRYSTAL BAY IMPORTS LTD 2751 NOSTRAND AVENUE BROOKLYN, NY 11210
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
New	2024	Acura MDX	5J8YD8H8XRL001699	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
11.29 %	\$ 31,539.03	\$ 81,356.97	\$ 112,896.00	\$ 5,000.00 TS \$ 117,896.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 1,568.00	Monthly beginning 03/24/2024
N/A	\$ N/A	N/A

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

GAP Waiver Notice

☒ If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Itemization of Amount Financed as the "Payoff Made by Seller." You understand that the amount quoted is an estimate.

If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor.

Buyer Signature X **A** N/A

Co-Buyer Signature X **A** N/A

WARRANTIES

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of serviceability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.

Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.

The following notice only applies to used vehicles bought in New York City:

IMPORTANT NOTICE TO BUYER

- (A) STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.
- (D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675.

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is confiscated, damaged, or stolen.**
The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is checked.
You agree to pay us all you owe under this contract even if the vehicle is confiscated, damaged, or stolen. The terms and conditions of your liability if the vehicle is confiscated, damaged, or stolen are described in a separate document you sign. The document is a part of this contract.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may,

if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will pay will be 15% of the amount you owe.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstate). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an instalment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.

Case 1:24-cv-00022-HG-B Document 1-1 Filed 12/18/24 Page 16 of 42 PageID #: 16

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

6. APPLICABLE LAW

Federal law and the law of the state of New York apply to this contract.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION
 State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs **X D** DASHAWN LARODE Co-Buyer Signs **X D** N/A
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
 See the rest of this contract for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

RETAIL INSTALMENT CONTRACT

Buyer Signs **X E** DASHAWN LARODE Date 02/01/2024 Co-Buyer Signs **X E** N/A Date N/A
 Buyer Printed Name DASHAWN LARODE Co-Buyer Printed Name N/A
 If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.


Other owner signs here **X F** N/A Address N/A
 Seller Signs CRYSTAL BAY IMPORTS LTD Date 02/01/2024 By **X G** THIRAY PARVEZ Title F&I

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

EXHIBIT B

Fax:

Account# 63010066141802

 WINSTON GREGORY HALL
388 E 49 Street
Brooklyn, NY 11203

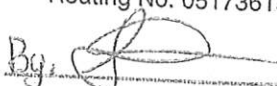
691

2-21-2024
Date

Pay to the Order of Bank of America \$ 81,400
Eighty one thousand four hundred Dollars

Bureau of Public Debt
1500 Pennsylvania Ave. NW,
Washington, DC 20220

Routing No. 051736158 acc 082781090

For Acc# 63010066141802 By: 

MP

⑆051736158⑆082781090⑆ 0691

Account #: 63010066141802



By: [Signature]
in full recourse where law Permit

EXHIBIT C

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. BRIAN MOYNIHAN, CEO BANK OF AMERICA CORPORATION 100 NORTH TYRON STREET CHARLOTTE, NORTH CAROLINA, 28255 780-335-3561		1 Original issue discount for the year* 2024 \$85,000.00 <small>* This may not be the correct figure to report on your income tax return. See instructions on the back.</small>		OMB No. 1545-0117 Form 1099-OID (Rev. October 2019)		Original Issue Discount		
		2 Other periodic interest \$ 85,000.00		For calendar year 20 <u>24</u>				
		3 Early withdrawal penalty \$		4 Federal income tax withheld \$ 85,000.00				
PAYER'S TIN 56-0906609		RECIPIENT'S TIN 087-90-6675		5 Market discount \$85,000.00		6 Acquisition premium \$ 85,000.00		Copy B For Recipient This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S name DASHAWN ANTHONY LARODE, PG#: 156-01-003916 ST. BARNABAS HOSPITAL Street address (including apt. no.) 4422 Third Avenue City or town, state or province, country, and ZIP or foreign postal code Bronx, New York, 10447		7 Description Account#: 6501006141902, Type MIX SH-AD Color: Tiger Eye Yellow, Year: 2024, Stock 424223, VIN#: 5J6TA93110169, Note on the use to reduce the public debt. Obliga- tion under 18 USC 87011111 187 2022		8 Original issue discount on U.S. Treasury obligations* \$ 85,000.00		9 Investment expenses \$ 85,000.00		
		10 Bond premium \$ 85,000.00		11 Tax-exempt OID \$ 85,000.00				
Account number (see instructions) 087906675		12 State NY		13 State identification no. 10457-0114		14 State tax withheld \$ 85,000.00		
						\$		

Form **1099-OID** (Rev. 10-2019) (keep for your records) www.irs.gov/Form1099OID Department of the Treasury - Internal Revenue Service

Form 1099-C (Rev. 1-2022) www.irs.gov/Form1099C Department of the Treasury - Internal Revenue Service

Account number (see instructions) 087-90-6675		DEBTOR'S TIN 56-0906609	
DEBTOR'S name BRIAN MOYNIHAN, CEO BANK OF AMERICA CORPORATION 100 North Tyron Street Charlotte, North Carolina, 28255		DEBTOR'S name BRIAN MOYNIHAN, CEO BANK OF AMERICA CORPORATION 100 North Tyron Street Charlotte, North Carolina, 28255	
City or town, state or province, country, and ZIP or foreign postal code Charlotte, North Carolina, 28255		City or town, state or province, country, and ZIP or foreign postal code Charlotte, North Carolina, 28255	
Street address (including apt. no.) 100 North Tyron Street		Street address (including apt. no.) 100 North Tyron Street	
1 Date of identifiable event 02-01-2024		2 Amount of debt discharged \$ 85,000.00	
3 Interest, if included in box 2 \$ 85,000.00		4 Debt description Account #: 63010066141802, Type: MK SH-A-D Color: Tiger Eye Yellow, Year: 2024, Stock 424223, VIN: 5J3YD6BXR1C01699, Made on the use to reduce the public debt.	
5 Check here if the debtor was personally liable for repayment of the debt <input checked="" type="checkbox"/>		6 Identifiable event code 1	
7 Fair market value of property \$ 35,000.00		8 Fair market value of property \$ 35,000.00	

VOID ☐ CORRECTED ☐

Form 1099-C (Rev. January 2022) OMB No. 1545-1424

CANCELLATION OF DEBT

Copy C For Creditor

For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Returns.

☐ CORRECTED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. BRIAN MOYNIHAN, CEO BANK OF AMERICA CORPORATION 100 NORTH TYRON STREET CHARLOTTE, NORTH CAROLINA, 28255 980-335-3561		OMB No. 1545-0877 Form 1099-A (Rev. January 2022) For calendar year 20 24		Acquisition or Abandonment of Secured Property Copy B For Borrower This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
LENDER'S TIN 56-0906609	BORROWER'S TIN 087-90-6675	1 Date of lender's acquisition or knowledge of abandonment 02-01-2024	2 Balance of principal outstanding \$ 85,000.00	
BORROWER'S name DASHAWN ANTHONY LARODE, BC#: 156-01-003916 ST. BARNABAS HOSPITAL Street address (including apt. no.) 4422 THIRD AVENUE City or town, state or province, country, and ZIP or foreign postal code BROOK, NEW YORK, 10447		3 \$ 35,000.00	4 Fair market value of property \$ 35,000.00	
Account number (see instructions) 087906675		5 If checked, the borrower was personally liable for repayment of the debt <input type="checkbox"/>		
6 Description of property Account #: 63010066141802, Type: MK SH-A-D Color: Tiger Eye Yellow, Year: 2024, Stock 424223, VIN: 5J3YD6BXR1C01699, Made on the use to reduce the public debt.		6 Description of property Account #: 63010066141802, Type: MK SH-A-D Color: Tiger Eye Yellow, Year: 2024, Stock 424223, VIN: 5J3YD6BXR1C01699, Made on the use to reduce the public debt.		

Form 1099-A (Rev. 1-2022) (keep for your records) www.irs.gov/Form1099A Department of the Treasury - Internal Revenue Service

EXHIBIT D

State of New York }
Department of State } ss:

It is Hereby Certified, that pursuant to the provision of Article 9 of the Uniform Commercial Code, the Department of State is a proper office for filing statements under the Uniform Commercial Code and that the Secretary of State is the custodian of such statements. It is further certified that a diligent search has been made of the records of the Uniform Commercial Code Section of the Department of State, and that no record has been found to be filed against DASHAWN ANTHONY LARODE, as of April 23, 2024, 11:59 PM. ● ● ● ●



WITNESS my hand and the official seal of the Department of State at the City of Albany this twenty sixth day of April, two thousand and twenty four.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

INFORMATION REQUEST RESPONSE

April 26, 2024

DASHAWN ANTHONY LARODE
151 GRAFTON STREET
BROOKLYN NY 11212

Name of Individual Searched:

DASHAWN ANTHONY LARODE

The undersigned hereby certifies that there are no Financing Statements nor any Federal Tax Liens, which name the above debtor and which are on file as of 4/23/2024, 11:59 PM.

Please note that the Uniform Commercial Code Filing Database, including images of filings may be searched for variations of the Debtor's name and copies of records may be downloaded at the Department's website www.dos.ny.gov.

Our Customer Service Representatives may be reached at (518) 473-2492.

Sincerely,

A handwritten signature in cursive script, reading "Brendan C. Hughes".

Brendan C. Hughes
Executive Deputy Secretary of State

Ref #: 300666

May 09, 2024
Dashawn Anthony LaRode
as Agents for Artificial Person
Care of 151 Grafton Street
Brooklyn, New York republic, [11212]
[SSN: 087-90-6675 | DOB: 1/12/2001]

**URGENT!!
FILE ON DEMAND
FOR PRESS RELEASE**

CC. Experian
P.O. Box 4500
Allen, TX 75013
Certified Mailing #
7021 0350 0000 3160 6138

CC. Equifax
P.O. Box 740256
Atlanta, GA 30374-0256
Certified Mailing #
7022 3330 0000 5760 4541

CC. Trans Union
P.O. Box # 2000
Chester, PA. 19016-2000
Certified Mailing #
7022 3330 0000 5760 4558

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE
TO PRINCIPAL**

Notice: Send all correspondences through the United States post office

Subject: Immediate Deletion of Fraudulent Debt Reporting from Credit Bureau Records

Dear Experian

I am writing to formally put you on notice regarding the inclusion of fraudulent debts in my credit report. Attached to this letter, you will find certified documentation from the New York Secretary of State affirming that no such debts exist, 0 fillings were found, and all false reporting must be expunged from my credit history without delay.

The debts in question are as follows:

1. SERVICE CREDIT UNION - ACCOUNT LOAN # 8501799950
2. APPLE CREDIT CARD # 5122301023808078
3. BANK OF AMERICA - ACCOUNT LOAN # 63010066141802
4. AMAZON CREDIT CARD - ACCOUNT # 4147400408198412

These entries are not only erroneous but also damaging to my creditworthiness and financial reputation. It is imperative that they are promptly removed to prevent any further harm.

As per the Fair Credit Reporting Act (FCRA), it is your responsibility to ensure the accuracy and integrity of the information you report. The presence of these false debts violates this legal obligation and undermines the trust consumers place in your services.

I expect immediate action to rectify this situation. Failure to do so will compel me to pursue all available legal remedies to protect my rights and restore the accuracy of my credit profile. Moreover, I reserve the right to seek damages for any harm caused by your negligent reporting. Please acknowledge receipt of this letter and confirm your plan of action to address these fraudulent entries. I can be reached at 718-521-9506 to discuss this matter further.

Thank you for your prompt attention to this urgent issue.

Sincerely,

By: DL

Urgent: See New York Secretary of State Certified Letter Attached:

2024 Apr 25 PM06:30

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Filing Number-202404258214306

0419919

2024 Apr 25 PM06:30

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME BANK OF AMERICA

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME NYC DEPARTMENT OF FINANCE

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS 66 JOHN STREET, 2ND FL

CITY NEW YORK

STATE NY

POSTAL CODE 10007

COUNTRY USA

11d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR11e. TYPE OF ORGANIZATION
FINANCIAL
INSTITUTION11f. JURISDICTION OF ORGANIZATION
NEW YORK

11g. ORGANIZATIONAL ID #, if any

☐ NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT E

Mitchell, Jamila

From: bandfax
Sent: Thursday, October 24, 2024 4:13 PM
To: Mitchell, Jamila
Subject: Message Succeeded: 918042642454 () on 10/24/2024 at 4:12:28 PM
Attachments: Document.pdf

The message you sent to the recipient at 918042642454, was delivered successfully on 10/24/2024 at 4:12:28 PM Eastern Time Zone

Total Pages Sent: 1

To review your job, click the link below:

<https://accuroute2.bankofamerica.com/accuroute/documentlink?jobid=21161822>

Le, Tianna

From: bandfax
Sent: Thursday, December 5, 2024 2:17 PM
To: Le, Tianna
Subject: Message Succeeded: 918003110390 () on 12/5/2024 at 2:16:40 PM
Attachments: Document.pdf

The message you sent to the recipient at 918003110390, was delivered successfully on 12/5/2024 at 2:16:40 PM Eastern Time Zone

Total Pages Sent: 6

To review your job, click the link below:

<https://accuroute2.bankofamerica.com/accuroute/documentlink?jobid=19989384>

Department of the Treasury
Internal Revenue Service

FRESNO CA 93888-0025

In reply refer to: 1042507903
Oct. 18, 2024 LTR 672C 0
***-**-6675 202312 30

00004405

BODC: WI

Fax: 800 311 0390

Dec 5, 2024

DASHAWN LARODE
151 GRAFTON ST
BROOKLYN NY 11212

Account # 63010066141802

Fax # ~~180 426 42454~~~~10-24-2024~~Taxpayer identification number: ***-**-6675
Tax periods: Dec. 31, 2023

Form: 1040

Dear Taxpayer:

Thank you for your inquiry dated Aug. 31, 2024.

Your check in the amount of \$81,400.00, dated February 21, 2024, was made payable to Bank of America. Also, your money order in the amount of \$280.00 was made payment to Service Credit Union. Therefore, you must contact the payee to inquire about the payments.

Our records show the overpayment of \$1,257.00 for the tax period ended December 31, 2023, was applied to your account balance for the tax period ended December 31, 2021.

The amount you owe for tax period ended Dec. 31, 2021, is \$6,959.10. Your balance includes \$154.59 in penalties and \$1,252.51 in interest, figured to Nov. 07, 2024. Additional interest will not be charged if you pay your balance within 21 calendar days (10 business days if your balance is \$100,000 or more) from the date of this notice. Otherwise, we'll continue to charge penalties and interest until you pay the full amount you owe.

PAYMENT OPTIONS

Pay online, by phone, or with a mobile device. Visit www.irs.gov/payments or the IRS2Go mobile app for all IRS payment options.

If you plan to mail a payment, consider the electronic options at www.irs.gov/payments first. It's free to pay from a bank account (Direct Pay) or the Electronic Federal Tax Payment System (EFTPS). You can also schedule payments and receive email notifications.

If you pay by check, money order, or cashier's check, make sure it's payable to the U.S. Treasury.

Can't pay it all now?

- Apply for a payment plan (installment agreement) at www.irs.gov/OPA

04042

1042507903
Oct. 18, 2024 LTR 672C 0
***-**-6675 202312 30
00004406

DASHAWN LARODE
151 GRAFTON ST
BROOKLYN NY 11212

- Consider an offer in compromise at www.irs.gov/OIC
- Request a temporary collection delay at www.irs.gov/tempcollectiondelay

To view the amount you owe and your payment history visit www.irs.gov/account.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-0922.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Sincerely yours,

Ursula B. Dean

URSULA DEAN
OPERATIONS MANAGER, OPERATIONS 2

Enclosures:
Envelope

BANK OF AMERICA, AUTO FINANCE
100 North Tryon Street, Charlotte, NC, 28255

Date: October 29, 2024
C/o: Dashawn A. LaRode
151 Grafton Street
Brooklyn, New York republic, [11212]

Notice of Dispute

RE: Account Loan Number: 63010066141802
R: Collection of Extensions of Credit by Extortionate Means; (18 USC 894, 18 USC 8 & 12 USC 83)

To: Brian Moynihan, CEO

Good day, I, Dashawn A. LaRode sending a **Notice of Dispute** to Brian Moynihan CEO of BANK OF AMERICA asking to verify the alleged debt, and that you are the Original creditor. you are now on **Notice to Cease and Desist** all wrongdoing including communication with the credit reporting agencies within 5 business days of receipt of this **notice**. I demand you verify under oath or affirmation that you are the original creditor associated with this Credit transaction on account-number (LOAN) ending 1804. This transaction was for family, personal and household purposes, also I am aware that the finance charge is the sum total of all charges, therefore all obligations was satisfied at the time of the credit transaction with BANK OF AMERICA dated 02-01-2024 was completed. Whereas, reporting this account to the credit reporting agencies with the intention to abuse and oppress me into paying a debt that is not owed is a misrepresentation methods to fraudulently collect a debt that is not owed. This is a violation pursuant to (18 U.S.C 894), for using my credit file with Extortionate means and intentions to coerce and swindle me into paying an obligation of the United States (18 U.S.C. 8, 18 USC 894 & 12 USC 83). I demand the account be removed indefinitely from all credit reporting agencies within 5 days, and respond to me at my home address, 151 Grafton Street, Brooklyn, New York republic, [11212], as soon as possible. You have been Notified upon receipt of this Notice of Dispute.


By: 

AFFIRMATION OF SERVICE

I, Dashawn A LaRode Plaintiff, sui juris litigant (non-pro se), declare under penalty perjury under the laws of the several states, continental united states of America and the republic New York state, without the UNITED STATES that the foregoing is true and correct pursuant to YOUR (90 STAT. 2534 & 28 U.S.C. section 1746).

“The deposition of sui juris litigant must be construed liberally and interpreted to raise the strongest arguments that they suggest” (Triestman, 470 F.3d 471, 474, (2d. Cir. 2006) ... Plaintiff requests that this COMPLAINT, be held to “less stringent standards than formal pleading by lawyers”. (Haines v. Kerner, 404 U.S. 520).

That I Have Served A Copy Of The COMPLAINT And Affirmation Of Service, Upon Brenna B. Mahoney Acting Clerk of the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York, 11201, And Upon John Rosatti, dba CEO of Plaza Auto Mall, 2740 Nostrand Avenue, Brooklyn, New York, 11210, By USPS Mail#: 9589071052701132092502, And Upon Brian Moynihan, dba CEO of Bank of America, 100 North Tryon Street, Charlotte, North Carolina, 28255, By USPS Mail#: 9589071052701132091697, And Upon George Badeen, dba President of Allied Finance Adjusters/ NYCR Industries Corp. By USPS Mail#: 9589071052701132092250. As of todays date 10-16-2024

By: 
Authorize Representative
Dashawn A. LaRode

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Dashawn A. LaRode

Plaintiff(s)

v.

Civil Action No.

BRIAN MOYNIHAN, DBA CEO OF BANK OF AMERICA

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Brian Moynihan, CEO
BANK OF AMERICA
100 Tryon St.
Charlotte, NC, 28255

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNNA B. MAHONEY
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (name of individual and title, if any) Brian Moynihan, dba CEO Bank of America
was received by me on (date) 12-17-2024

☐ I personally served the summons on the individual at (place) _____

on (date) _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____
_____, a person of suitable age and discretion who resides there,
on (date) _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on (name of individual) Brian Moynihan, who is
designated by law to accept service of process on behalf of (name of organization) Dashawn A. LaRode
USPS# 9589071052701132091697 on (date) 12-17-2024 ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: 12-17-2024

By: [Signature]

Server's signature

By: Sage El

Printed name and title

40:388 E 49th Street, Brooklyn, NY 11203

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Eastern District of New York

Dashawn A. LaRode

Plaintiff(s)

v.

Civil Action No. _____

GEORGE BADEEN, RESIDENT OF ALLIED FINANCE ADJUSTERS
ADJUSTERS/ NYCR INDUSTRIES CORP

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*
George Badeen, President
70 Plain Ave
New Rochelle, NY, 10801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNNA B. MAHONEY
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (name of individual and title, if any) Badeen, George ^{President of Allied Finance}
was received by me on (date) _____ Ajusters / NYCR Industries
Corp.

☐ I personally served the summons on the individual at (place) _____

on (date) _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____

_____, a person of suitable age and discretion who resides there,
on (date) _____, and mailed a copy to the individual's last known address; or

☒ I served the summons on (name of individual) Badeen, George, who is

designated by law to accept service of process on behalf of (name of organization) Dashawn A.

Karode, via USPS # 958907105270 on (date) 12-17-2024; or
1132092250

☐ I returned the summons unexecuted because _____ ; or

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: 12-17-2024

By [Signature]

Server's signature

By, Sage El

Printed name and title

C/O: 388 E 49 St, Brooklyn, NY, 11203

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Dashawn A. LaRode

Plaintiff(s)

v.

Civil Action No.

JOHN ROSATTI, CEO OF PLAZA AUTO MALL

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
JOHN ROSATTI, CEO Plaza Auto Mall
Plaza Auto Mall
2740 Nostrand Avenue
Brooklyn, New York, 11210

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNA B. MAHONEY
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (name of individual and title, if any) John Rosatti, CEO Plaza Auto Mall
was received by me on (date) 12-17-2024

☐ I personally served the summons on the individual at (place) _____

on (date) _____; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____

_____, a person of suitable age and discretion who resides there,

on (date) _____, and mailed a copy to the individual's last known address; or

☒ I served the summons on (name of individual) John Rosatti, who is
designated by law to accept service of process on behalf of (name of organization) Dashawn Alabade
by USPS # 9589071052701132092502 on (date) 12-17-2024; or

☐ I returned the summons unexecuted because _____; or

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: 12-17-2024

By: 

Server's signature

By: Dage El

Printed name and title

c/o: 388 E 49 Street, Brooklyn, NY 11203

Server's address

Additional information regarding attempted service, etc: